

AG Contract No. KR96 0961TRN
ADOT ECS File No. JPA 96-37
Project: IM-10-3(315)/H2035 02C
Section: I-10 Jct. US-60
Landscape Enhancements

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MILLS MANAGMENT L.L.C.
aka "THE MILLS"

THIS AGREEMENT is entered into 11 June, 1996,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the ARIZONA MILLS,
L.L.C., acting by and through its DEVELOPMENT DIRECTOR (the
"Mills").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Mills is empowered to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Mills.

3. Incident to improvements involving landscaping on I-10 from station 8188+00 to station 8205+00 at the junction of US-60 contemplated by the State, the Mills has requested the State install more mature plants and trees than were planned, thus enhancing the appearance of the mills shopping center mall, at an estimated cost of \$5,000.00, but not to exceed \$10,000.00, all at Mills expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for enhancement of the maturity of the plants and trees to be installed. Incorporate Mills review comments as appropriate.

b. Upon the Mills concurrence of the enhancement plans, invoice the Mills for the reasonable direct actual cost of the more mature (older) plants, in an amount estimated at \$5,000.00, but not to exceed \$10,000.00.

c. Upon receipt of funds from the Mills, install the more mature plants and trees in accordance with Attachment A hereto during construction of the State project.

d. Upon completion and acceptance of construction by the State, provide maintenance to the plants and trees. In the event a plant or tree which is the subject of this agreement dies after the warranty period, the State shall not be obligated to replace it.

2. The Mills will:

a. Review the State's design plans and provide comments.

b. Pay the State for the reasonable direct actual cost of the enhanced older (more mature) plants and trees, in an amount estimated at \$5,000.00, within thirty (30) days after receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payment, provided; however, that this agreement may be cancelled at any time prior to commencement of performance, upon thirty (30) days written notice to the other party. It is understood and agreed that the State shall in no way be obligated to maintain said landscaping in perpetuity, and the State shall have license to alter or eliminate said landscaping without notice.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

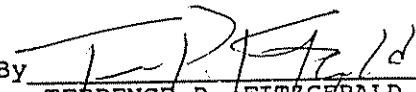
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

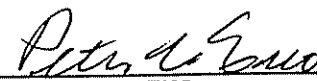
The Mills, Mill Managment L.L.C.
Development Director
Washington Harbour, 3000 K. Street, NW, Suite 400
Washington, D.C. 20007

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

~~MILLS MANAGEMENT, L.L.C.~~
Arizona Mills L.L.C.

STATE OF ARIZONA
Department of Transportation

By 
TERRENCE P. FITZGERALD
Development Director
VP Development
The Mills Corp.

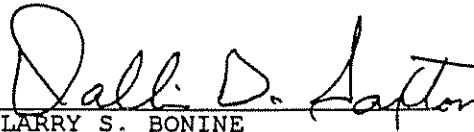
By 
PETER L. ENO
Contract Administrator

05/15/96

RESOLUTION

BE IT RESOLVED on this 19th day of April 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement the Mills Management L.L.C. for the purpose of defining responsibilities for the design, construction and maintenance of enhanced landscaping on I-10 Jct. US-60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director